

Appeal from the decision of the Wyoming State Office, Bureau of Land Management, rejecting simultaneous oil and gas lease application W 85544.

Affirmed.

1. Oil and Gas Leases: Applications: Attorneys-in-fact or Agents--Oil and Gas Leases: Applications: Drawings-- Oil and Gas Leases: Applications: Filing

A simultaneous oil and gas lease application submitted by an agent for an applicant which is not rendered in a manner to reveal the name of the potential lessee, the name of the signatory, and their relationship, is properly rejected.

2. Oil and Gas Leases: Applications: Attorneys-in-fact or Agents--Oil and Gas Leases: Applications: Drawings-- Oil and Gas Leases: Applications: Filing

Where BLM makes an inquiry because of an apparent discrepancy between a simultaneous oil and gas lease application and the corresponding lease offer, and applicant provides information that establishes the existence of a regulatory violation, the application is properly rejected. Such information does not cure a deficiency; it proves a violation.

APPEARANCES: Jonas P. Beachy, pro se.

OPINION BY ADMINISTRATIVE JUDGE MULLEN

On September 26, 1983, the Wyoming State Office, Bureau of Land Management (BLM), issued a decision rejecting the simultaneous oil and gas lease application (W 85544) filed on behalf of Jonas P. Beachy and drawn with first priority for parcel WY 233 in the May 1983 simultaneous oil and gas lease drawing.

An automated simultaneous oil and gas lease application Form B was submitted on behalf of appellant by Omni International Ltd., Inc. This application contained the signature "Jonas P. Beachy" in the signature block. Following the drawing appellant was notified that his application had been

selected with first priority for parcel WY 233. Subsequently the "Offer to Lease and Lease for Oil and Gas" forms were sent to appellant for signature. Appellant executed these forms "Jonas Beachy" and returned the forms to the Wyoming State Office. The signature on the lease forms was written in a style quite dissimilar to that on the application.

Following receipt of the forms the signatures were examined in the normal course of review of the application and the difference in the signatures was noted. In order to obtain an explanation of this difference, BLM sent a letter to appellant on September 2, 1983, noting the apparent difference and asking for an explanation. The letter further stated that "if one of the signatures was affixed by someone else please explain the circumstances and their relationship to you."

In response to the BLM request, appellant sent a letter dated September 10, 1983, in which he stated that "I had Omni International Ltd., Inc. to file on my behalf and sign my name, furthermore they have no interest in the lease when issued. They are handling this as my agent." (Emphasis added.)

As a result of the statements contained in appellant's letter of September 10, a decision was issued on September 26, 1983, rejecting appellant's application. The pertinent portion of this decision is as follows:

In response to our inquiry concerning the different signatures on your application and offer, you have notified us that Omni International Ltd., Inc. filed on your behalf and signed your name to the application.

Regulation 43 CFR 3112.2-1(b) states, "The application shall be holographically (manually) signed in ink by the applicant or holographically (manually) signed in ink by anyone authorized to sign on behalf of the applicant. Applications signed by anyone other than the applicant shall be rendered in a manner to reveal the name of the applicant, the name of the signatory and their relationship. (Example: Smith, agent for Jones; or Jones, principal, by Smith, agent.) Machine or rubber stamped signatures shall not be used."

If an employee or officer of Omni International Ltd., Inc. executed your application as you say in your letter they did, that person merely signed your name and did not enter his signature and title. This does not comply with the above-quoted regulation. Therefore, your application is hereby rejected.

Following receipt of the decision appellant filed notice of appeal and a statement of reasons. The statement of reasons submitted by appellant stated:

The reason for you rejecting my application is indeed adverse to me. I feel it very unjust and uncalled for that I be penalized so severely for something that I was no [sic] responsible for.

I was using Omni International Ltd., Inc. as an advisory [sic] service. When President Neil Pincus signed my name to the application he inadvertently [sic] failed to enter his signature and title.

Now since an honest and sincere effort has been made on my part to terminate the rejection of my application, and also a clear and concise explanation [sic] as to what had taken place. I feel there is no more justification to reject my application.

Please consider my request.

[1] The reason for the rejection of appellant's application was the failure of the applicant to submit an application in compliance with the requirements of 43 CFR 3112.2(b), which was quoted in the BLM decision set forth above. ^{1/} An application submitted by an agent for an applicant under the simultaneous filing program which is not rendered in such a manner to reveal the name of the potential lessee, the name of the signatory, and their relationship, is properly rejected. See United Ventures, 74 IBLA 31 (1983); Charles R. Tickel, 73 IBLA 360 (1983). Appellant admits that the application was not signed by him but was signed by the president of a filing service acting as his agent. There was no indication that the application was signed by anyone other than the applicant, as the only name shown in the signature box was "Jonas P. Beachy."

[2] Appellant indicates that, since there has now been full disclosure of the relationship, there is no further reason to deny him the lease. We note, however, that appellant's submission of the information in response to the inquiry did not cure the application. This information established the existence of a regulatory violation. When appellant failed to submit a properly completed application in the first instance, he failed to qualify for the lease. This being the case, he has lost his status as the first-drawn applicant and the rights of the other applicants to the issuance of the lease automatically supersede those that he apparently had at the time of the drawing. If he were allowed to cure this application the reinstatement of

^{1/} Since the date that the application was filed the Department has amended its regulations for simultaneous oil and gas lease applications. The comparable language found at 43 CFR 3112.2-1(c) states: "The application shall be signed and dated at the time of signing. If signed by anyone other than the applicant, the application shall show the relationship of the signatory to the applicant. The date shall reflect that the application was signed within the filing period." 43 FR 33678 (July 22, 1983). In addition, the provisions of 43 CFR 3102.4 provide:

"All applications * * * shall be holographically [manually] signed in ink and dated by the * * * potential lessee or by anyone authorized to sign on behalf of the * * * potential lessee. Documents signed by anyone other than the * * * potential lessee shall be rendered in a manner to reveal the name of the * * * potential lessee, the name of the signatory and their relationship. * * * (Example: John Smith, agent for Mary Jones; or ABC Corporation, agent for Mary Jones by John Smith.)" 48 FR 33667 (July 22, 1983), as amended by 49 FR 2113 (Jan. 18, 1984).

his application would be to the detriment of those applicants who had met the statutory and regulatory requirements within the time specified for filing applications.

Accordingly, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is affirmed.

R. W. Mullen
Administrative Judge

We concur:

Wm. Philip Horton
Chief Administrative Judge

Bruce R. Harris
Administrative Judge

